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Jeffries, Wolcott, Wolcott & Lankford and *Floyd M. Hughes*,
for plaintiff in error.

Loyall, Taylor & White, Thos. H. Willcox, and *A. G. Burrow*,
for defendant in error.

BONSAL *v.* CAMP.

Jan. 12, 1911.

[69 S. E. 978.]

1. Cancellation of Instruments (§ 23*)—Rescission—Restoration of Former Status.—In an action to annul a contract, there must be a sufficient averment and proof of facts to justify the interposition of the court, which must be able to substantially restore the parties to the position which they occupied before they entered into the contract.

[Ed. Note.—For other cases, see Cancellation of Instruments, Cent. Dig. § 32; Dec. Dig. § 23.* 11 Va.-W. Va. Enc. Dig. 887, 894.]

2. Cancellation of Instruments (§ 35*)—Parties.—On a bill to rescind a contract, all those substantially interested in the contract should be parties, unless the interests are severable, and, if the case can be completely decided as between the parties, that an interest exists in another whom the court can not reach by process will not prevent a decree.

[Ed. Note.—For other cases, see Cancellation of Instruments, Cent. Dig. §§ 55-65; Dec. Dig. § 35.* 11 Va.-W. Va. Enc. Dig. 902.]

3. Cancellation of Instruments (§ 35*)—Parties.—In an action to rescind a deed by defendant on the ground that plaintiff was induced to make the purchase through the fraudulent representations of one C., who assumed to act as plaintiff's agent and who was to be interested to the extent of one-twentieth of the land, the purchase price whereof was \$40,000, but who was alleged to be acting in defendant vendor's interest, such C. was a necessary party.

[Ed. Note.—For other cases, see Cancellation of Instruments, Cent. Dig. §§ 55-65; Dec. Dig. § 35.* 11 Va.-W. Va. Enc. Dig. 902.]

Appeal to Circuit Court of City of Norfolk.

Bill by *W. N. Camp* against *W. R. Bonsal*. Decree for plaintiff, and defendant appeals. Reversed and remanded.

Thos. H. Willcox and *N. T. Green*, for appellant.

W. L. Williams and *Peatross & Savage*, for appellee.

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.